

FILE IN DOCKET



# SEABOARD COAST LINE RAILROAD COMPANY

Law Department  
3600 West Broad Street  
Richmond, Virginia 23213

ROBERT E. NORTHUP  
GENERAL SOLICITOR

No.

33089

Date

JUN 4 1968

Fee

\$10.00

RECORDATION NO. 1181-1A Filed & Recorded

ICC Washington, D. C.

JUN 4 1968 -9 15 AM

June 3, 1968

## INTERSTATE COMMERCE COMMISSION

Hon. H. Neil Garson  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Sir:

I am delivering herewith, for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act and the regulations prescribed by the Commission's Order of July 28, 1952, as amended, original counterparts Nos. 1, 2 and 3, fully executed and acknowledged by all parties, of that document described as follows:

Supplemental Agreement dated as of July 1, 1967, between The Equitable Life Assurance Society of the United States and Seaboard Coast Line Railroad Company to Atlantic Coast Line Railroad Lease of Railroad Equipment dated as of October 1, 1956, covering 200 hopper cars.

A general description of the equipment covered by said Agreement is:

<u>Units</u>	<u>Freight Train Cars</u>	<u>Old Road Numbers</u>	<u>New Road Numbers</u>
200	70-ton covered hopper cars	10000-10199	610000-610199

All units of the equipment will bear the Seaboard Coast Line Railroad Company's name or initials, with road numbers as set out above.

The Lease was previously filed with the Commission on May 6, 1957, at 9:30 A.M., and given Recordation No. 1181.

There is attached check in the amount of \$10.00 payable to Treasurer of the United States to cover the fee involved.

Please deliver the original counterpart No. 1 of the above-mentioned document, bearing the Commission's endorsement of recordation

RECEIVED  
JUN 4 10 35 AM '68  
FEE OPERATING BR.  
I.C.C. NO. 33089

Hon. H. Neil Garson

6-3-68

to

Mr. Thomas Fuller  
Assistant to President  
Seaboard Coast Line Railroad Company  
1000 Connecticut Avenue, N.W.  
Washington, D. C. 20036

Respectfully yours,

SEABOARD COAST LINE RAILROAD COMPANY

By

*H. E. Guthrie*  
General Solicitor

1 - Counterpart returned to Thomas Fuller *TH*

# Interstate Commerce Commission

OFFICE OF THE SECRETARY

Washington, D.C. 20423

June 4, 1968

Mr. Thomas Fuller  
Assistant to President  
Seaboard Coast Line Railroad Co.  
1000 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Sir:

The enclosed document was recorded pursuant to the  
provisions of Section 20c of the Interstate Commerce Act,  
49 U.S.C. 20c, on June 4, 1968, at 9:15 A.M.,  
and assigned recordation number 1181-A .

Sincerely yours,



H. Neil Garson  
Secretary

Encl.

SED Form 30  
(1966)

RECORDATION NO. 1181-A Filed & Recorded

JUN 4 1968 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

**SUPPLEMENTAL AGREEMENT**  
Dated as of July 1, 1967

Between

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

and

SEABOARD COAST LINE RAILROAD COMPANY

to

LEASE OF RAILROAD EQUIPMENT

Dated as of October 1, 1956

Between

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

and

ATLANTIC COAST LINE RAILROAD COMPANY

RECEIVED  
JUN 4 10 33 AM '68  
I.C.C.  
FEE OPERATION BR.

THIS SUPPLEMENTAL AGREEMENT, dated as of July 1, 1967,  
between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES,  
a New York corporation (hereinafter sometimes called the "Lessor"),  
party of the first part, and SEABOARD COAST LINE RAILROAD COMPANY,  
a Virginia corporation (hereinafter sometimes called the "Railroad"),  
party of the second part.

W I T N E S S E T H:

WHEREAS, the Lessor and the Atlantic Coast Line Railroad  
Company entered into a Lease of Railroad Equipment, dated as of  
October 1, 1956 (hereinafter sometimes called the "Lease"), providing,  
among other things, for the lease by Lessor to Atlantic Coast Line  
Railroad Company (therein called "Lessee") of 200 70-ton Covered  
Hopper Cars (hereinafter called "Cars"), which Lease was filed and  
recorded with the Interstate Commerce Commission on May 6, 1957  
at 9:30 A.M. , and given Recordation No. 1181.

WHEREAS, under authority of the Interstate Commerce Com-  
mission in Finance Docket No. 21215, dated December 2, 1963, as  
modified March 4, 1964, the Atlantic Coast Line Railroad Company  
merged into the Seaboard Air Line Railroad Company, the surviving  
corporation continuing its corporate existence under the name of  
Seaboard Coast Line Railroad Company, and all properties, rights  
and interests of Atlantic Coast Line Railroad Company became  
vested in, and all obligations, liabilities, duties, covenants  
and conditions of the Atlantic Coast Line Railroad Company were

assumed by the Seaboard Coast Line Railroad Company, the effective date of said merger being July 1, 1967.

WHEREAS, the Lessee desires to change the identifying symbol on the Cars from "ACL" to ~~ACL~~ <sup>SCM</sup> <sup>HH</sup> "SCL", or "S.C.L.R.R.Co.", and to renumber the Cars from 10000 through 10199 to 610000 through 610199, and further, to provide expressly for the assumption by Seaboard Coast Line Railroad Company of the obligations of Atlantic Coast Line Railroad Company under the Lease, and the Lessor is willing to consent to such changes in identifying symbols and numbers of Cars on the conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, the parties hereto agree as follows:

#### ARTICLE ONE

Section 5 of the Lease is effective at the time that this Agreement is filed for record with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, hereby deleted and the following language is substituted therefor:

"Section 5. Numbering. The Lessee will cause each Car covered hereby to bear thereon the identifying name 'Atlantic Coast Line Railroad

Company' or 'Seaboard Coast Line Railroad Company', or the identifying symbol 'ACL', 'SCL', or 'S.C.L. R.R.Co.' and will cause one of the Car numbers 610000 to 610199 , both inclusive, to be placed on each side of each Car; and at all times thereafter the Lessee will cause each Car subject to this Lease to bear on each side thereof such identifying name or symbol and the Car number so assigned to it."

and at any time after the effective time of such amendment such new identifying name or symbol and such new Car number may be placed upon such Car in lieu of the presently permitted symbol and number. Relettering and renumbering of the Cars shall commence and be progressed as soon as may be practicable.

The Railroad will, prior to any change in the lettering or numbering of the Cars, cause this Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and the Railroad will from time to time do and perform any other act and will execute, acknowledge, deliver, file, record, deposit, register, refile, re-record, redeposit, and/or reregister wherever required in the United States of America this Agreement and any and all further

instruments required by law or reasonably requested by the Lessor for the purpose of the proper protection, to the satisfaction of the Lessor, of its title to the Cars and its rights under the Lease and this Agreement or for the purpose of carrying out the intention thereof. The Lessee will pay all costs, charges and expenses incident to the filing, refiling, recording, re-recording, depositing, redepositing, registering and reregistering of this Agreement and of any such further instrument or incident to the preparation and execution of any such further instrument or incident to the taking of any such other action.

ARTICLE TWO

At all times after the effective date of such merger, all references to the Lessee in the Lease shall be deemed to be references to Seaboard Coast Line Railroad Company.

ARTICLE THREE

The Seaboard Coast Line Railroad Company hereby expressly assumes the due and punctual payment of any and all rentals which are now, or may hereafter become due under the Lease and the due and punctual performance and observance of all agreements and undertakings of the Lessee under the Lease.



ARTICLE FOUR

Except as expressly amended, the Lease is in all respects ratified and confirmed, and all the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and the Railroad have caused this instrument to be executed in their respective names by their respective officers thereunto duly authorized, and their respective corporate seals to be affixed, duly attested, as of the day, month and year first above written.

THE EQUITABLE LIFE ASSURANCE SOCIETY  
OF THE UNITED STATES

(CORPORATE SEAL)

By

H. Holding

ATTEST:

VICE PRESIDENT

Brian E. Bamforth  
Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY

(CORPORATE SEAL)

By

G. S. Moore  
Vice President

ATTEST:

J. L. Williams  
Assistant Secretary J. L. WILLIAMS

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On this 15th day of May, 1968, before me personally appeared H. Holding, to me personally known, who, being by me duly sworn, says that he is Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anthony G. Miller  
Notary Public, State of New York  
Term Expires \_\_\_\_\_

(NOTARIAL SEAL)

ANTHONY G. MILLER  
Notary Public, State of New York  
No 30-2698670  
Qualified in Nassau Co. 1  
Cert Filed in New York Co. 1  
Comm. Expires March 30, 1969

STATE OF VIRGINIA )  
 ) ss:  
CITY OF RICHMOND )

On this 5th day of September, 1967, before me personally appeared R.E. Mone, to me personally known, who, being by me duly sworn, says that he is Vice President of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

W.V. Wallace  
Notary Public, State of Virginia  
Term Expires July 10, 1970

(NOTARIAL SEAL)